**General Terms and Conditions**

General Terms and Conditions for the provision of services by Priessnitz léčebné lázně a.s., Jeseník

Art. I Subject-matter of the General Terms and Conditions

Priessnitzovy léčebné lázně, a.s., Priessnitzova 299, 790 03 Jeseník, Id. No.: 451 93 452, registered by the Regional Court in Ostrava, Ref. No. B 323 (hereinafter referred to as the “Spa” or the “Provider”) issue these General Terms and Conditions for the provision of services - accommodation, catering, treatment, procedures and other additional services (hereinafter referred to as the “Services”) to Clients, which regulate contractual relations and define the rights and obligations of the Spa and Clients.

All contractual relations are concluded in accordance with the laws of the Czech Republic and contractual relations with the Client which are not regulated in these General Terms and Conditions are governed by the provisions of the Civil Code (Act No. 89/2012 Coll., as amended).

The Spa provides services to Clients in the following spa hotels: Sanatorium Priessnitz, Bezruč, Jan Ripper, Wolker, Vila na kolonádě, Lékařská vila, Mír, Jubilejní vila, Maryčka, Bílý Kříž, Karolína or in other buildings used by the Spa.

Art. II Ordering Services and Entering into the Contract

Clients order their stay in the Spa by a written order which they send by post, fax or e-mail to the address rezervace@priessnitz.cz. The order is based on online booking on the Spa website [www.priessnitz.cz](http://www.priessnitz.cz).

**The issued order shall contain the following information:**

* Surname and name of the Client,
* Date of birth,
* Address of permanent residence,
* Phone number and e-mail address,
* Name of the stay,
* Number of persons,
* Term of the stay,
* Length of the stay,
* Accommodation category.

**The order shall also contain:**

* Scope of accommodation, treatment and catering services,
* Date of issue of the order.

The Client shall be responsible for the contractual relationship with the participants of the stay stated in the order. The Client's order is a draft contract. The contract is entered into by confirmation of the order by the Spa and establishes a contractual relationship for the sale of services between the Client and the Spa.

By sending an order to the Spa, the Client confirms that he/she has read and agrees with these General Terms and Conditions. These General Terms and Conditions make an integral part of the concluded contract. These General Terms and Conditions are displayed on the Spa website: [www.priessnitz.cz](http://www.laznejesenik.cz/).

Art. III Rights and Duties of the Parties

**Basic rights of the Client:**

• Right to get services in the scope and quality according to the order confirmed by the Spa. The confirmation of stay issued by the Spa entitles the Client to obtain the services.

• Right to be informed about all facts known to the Spa relating the ordered services,

• Right to the protection of personal data. By placing an order, the Client agrees that pursuant to Act No. 101/2000 Coll., on the protection of personal data and amendment to some related acts, as amended, and in accordance with Regulation (EU) 2016/679 of the of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Spa shall process the Client's personal data solely for the acts necessary for the performance of the contract and for the period necessary for their processing. More at www.priessnitz.cz/cz/informace-pll/21-gdpr.html.

**Basic duties of the Client:**

* To obtain all necessary documents necessary to provide the services for the Client,
* To ensure the accompaniment and supervision of minors under the age of 15 or persons whose health requires to be accompanied and supervised by an adult,
* To get the consent of the legal guardian in the case of stay of an unaccompanied minor under the age of 18,
* To arrive on time and at the place where the agreed services shall be obtained. On the day of arrival the Client shall present their identity card, confirmation of their order by the Spa and proof of payment of the services;
* To observe the programme and regulations established by the accommodation and treatment facilities,
* To pay for the ordered services in full and in time before their provision;
* To act in such a way as to prevent personal injury or damage to property of other clients, spa facilities and service providers and to compensate for any damage caused by the Client to the Spa or other service providers when obtaining the services.

**Duties of the Spa:**

* To ensure the persons mentioned in the order are provided the services specified in this order under these General Terms and Conditions and generally binding legal regulations,
* To provide the Client with services in the term, scope and quality according to the confirmed order,
* To truthfully and properly inform the Client of all facts relating to the agreed services that are important for the performance of the contract and which are known to the Spa,
* When processing the Client's personal data, the Spa is obliged to ensure that the Client does not suffer any legal disadvantage, in particular not infringing on the human dignity rights, and protecting the Client against unjustified interference with their private and personal life.

The Spa declares that the treatment program is guaranteed by physicians. The Spa also declares that the diet for curative preventive stays is guaranteed by the dietician and that meals are prepared under the supervision of nutritional therapists. If the Client has a diet or other health restrictions prescribed by their physician due to their health condition, the Spa undertakes to tailor the meals to suit the Client.

The Spa undertakes that all medical procedures will be carried out by qualified medical staff. The Spa will provide 24-hour medical supervision with a 24-hour emergency service of a physician.

Initial and final medical examinations prescribing procedures and services according to the individual health condition of the Client make part of the treatment and preventive stays. The range of procedures for treatment and prevention programmes is recommended only. Based on a medical examination, the physician can change the range of procedures and design an individual treatment plan.

Art. IV Payment Terms

All prices of stays and services of the Spa are specified in the offer sheets and in the respective price lists and include the services mentioned therein.

The Client shall settle an advance payment of 100 per cent for the ordered stay and for the services ordered and confirmed by the Spa. The advance payment must be settled not later than 30 days before the start of the stay, unless otherwise specified in the order confirmation. If the stay is ordered within 30 days or less before the start of the stay, the Client is informed about the way of payment for the stay in the confirmation of the stay or when submitting the order for the stay.

**Method of payment:**

* by bank transfer
* in cash
* by postal order
* by credit cards (MasterCard, VISA, Maestro, VISA Elektron, JCB, Benefit Plus, Dinners Club Int.)

Bank:**Česká spořitelna a.s.**
Account number:**423062/0800**

IBAN: CZ10 0800 0000 0000 0042 3062, SWIFT (BIC) GIBACZPX

If the advance payment for the stay is not settled within the period stated in the confirmation of stay, the Spa may withdraw from the confirmed order.

In case that it is not possible to pay for the stay in advance due to time reasons, it is possible to pay for the stay on the spot (by credit card or in cash). The payment for the stay must be made at the reception of the respective spa hotel or at the Spa reception office before the first service is provided.

On the final day of the stay, the Spa will issue to the Client an account for the services obtained, in which the Spa will also clear the advance payment. The Client shall pay the difference for the services at the reception of the respective spa hotel or at the Spa reception office not later than on the final day of the stay or on the last day when the services are provided.

Art. V Withdrawal from the Contract

The Client has the right to cancel their stay anytime, i.e. to withdraw from the confirmed order of the stay. This withdrawal must be made in writing and the withdrawal notice must be demonstrably delivered to the Spa. The Client may cancel a confirmed binding order only up to the date of the agreed commencement of the stay and only by paying the cancellation fee which is as follows:

* No cancellation fee will be charged up to 30 days before the commencement of the stay;
* 20 per cent from the total price of the stay will be charged from 29 days up to 10 days before the commencement of the stay;
* 40 per cent from the total price of the stay will be charged from 9 days up to 4 days before the commencement of the stay;
* 100 per cent from the total price of the stay will be charged from 3 days till the commencement of the stay

The Spa may decide not to charge the cancellation fee if the Client has not used the services for serious reasons which have been duly proved. The cancellation fee will not be paid in these agreed cases – death or illness of the Client and natural disaster preventing the arrival of the Client at the agreed date.

In the event of a cancelled order, the Spa shall clear accounts and refund the advance payment to the Client within 21 days at the latest, with the deduction of the cancellation fee if it is charged.

The Spa may withdraw from the confirmed order due to a material breach of the Client's obligations set out in these General Terms and Conditions (e.g. due to failure to pay the price of the ordered stay and services in time and in full). In this case there shall be no claim for further performance.

Art.VI Complaints

if the scope or quality of the services provided by the Spa is demonstrably lower than agreed in the confirmed order, the Client has the right to lodge a complaint.

In the event of complaint about services, the Client shall make their claim regarding defectswithout undue delay directly to the service provider so that they can be remedied on the spot. If this is not possible, a written complaint will be drawn up with the Client.

Art.VII Final Provisions

In the event of a conflict between the provisions of the written contract and the General Terms and Conditions, the provisions of the contract shall prevail.

By placing an order, the Client gives their consent to receive information about the Spa and current news. This consent can be withdrawn by the Client anytime.

The Spa has the right to amend these General Terms and Conditions by a unilateral act. If such an amendment is made, a new version of the General Terms and Conditions will be published on the website of the Spa [www.priessnitz.cz](http://www.priessnitz.cz/)  and will be automatically attached to all new confirmations of the orders. If the Client does not agree with amendments to the General Terms and Conditions for the provision of services, they have the right to withdraw from the contract immediately (not later than 5 days after they came into force), otherwise they are deemed to accept the amendments.

If any provision of these General Terms and Conditions becomes invalid for any reason, this shall not affect the validity of the other provisions. This does not apply if the mandatory provisions of the Civil Code provide otherwise.

These General Terms and Conditions come into force and effect on 1 November 2018 and supersede all previous General Terms and Conditions.

In Jeseník, on 1 November 2018

Ing. Roman Provazník
Company’s Director